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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

JOHN LEDBETTER, ROBERT AARON,
ANTONIO SEGOVIA, JOSEPH HICKS,
WILLIAM SHEARER, DAVID LAMOUNT
GAYLES, and JOSUE BUENROSTRO on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

CJ LOGISTICS AMERICA, LLC, an Illinois
Limited Liability Company; and DOES 1-50,
inclusive,

Defendant.

Case No.: CIVSB2207118

*[Assigned for all purposes to the Hon.
David E. Driscoll, Dept. S22]*

**DECLARATION OF ROBERT AARON
IN SUPPORT OF PLAINTIFFS'
NOTICE OF MOTION AND MOTION
FOR PRELIMINARY APPROVAL OF
CLASS AND PAGA ACTION
SETTLEMENT**

Date: September 18, 2025

Time: 8:30 a.m.

Dept.: S22

Action Filed: April 7, 2022

Removal Date: June 10, 2022

Remand Date: December 19, 2024

Trial Date: None Set

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DECLARATION OF ROBERT AARON

I, Robert Aaron, say and declare as follows:

1. The facts set forth herein are true of my own personal knowledge, and if called upon to testify thereto, I could and would competently do so under oath.

2. I am one of the named Plaintiffs and Class Representatives in this Class and PAGA Action.

3. I submit this Declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

3. On or around April 07, 2022, the Class Action Complaint entitled *John Ledbetter v. CJ Logistics America, LLC.*, Case No. CIVSB07118, was filed in the Superior Court of California, San Bernardino County, on behalf of Plaintiff John Ledbetter, and all other current and former employees who are similarly situated.

4. Defendant CJ Logistics America, LLC ("Defendant"), is a provider of transportation, warehousing, and other supply chain solutions for businesses across California and the United States.

5. I was employed by Defendant as a non-exempt employee with the title of Forklift Operator out of Riverside, California from approximately December 27, 2021, until my separation from employment on June 13, 2022. Other non-exempt employees and I (including, but not limited to operation specialists, forklift operators, inventory clerk, and other non-exempt positions) were responsible for all aspects of Defendant's logistics business in the State of California. I have subjected to the same employment policies and practices that affected other similarly situated non-exempt employees of Defendant.

5. As a non-exempt employee employed by Defendant, I was not paid all minimum and overtime wages owed, was not paid for all sick time and vested vacation time, was not authorized or permitted all of off-duty rest periods and did not receive missed rest period premiums in lieu thereof, was not provided with all compliant meal periods or paid missed meal period premiums in lieu thereof, was not issued accurate wage statements, and did not receive all

1 of my wages due upon separation of my employment. As a result, Defendant violated the Unfair
2 Competition laws and the Private Attorneys General Act (“PAGA”).

3 6. On December 14, 2022, Plaintiffs filed the First Amended Class Action and PAGA
4 Complaint in the instant action, adding myself and Antonio Segovia as class representatives, and
5 adding claims for minimum wage violations and resulting PAGA penalties.

6 7. On March 17, 2025, I, along with the other Class Representatives, filed the
7 Operative Third Amended Class Action and PAGA Complaint, consolidating all Plaintiff and
8 causes of action and factual allegations in this case.

9 8. I understand that, as a Class Representative, I have a duty to look out for and
10 protect the interest of the Class as a whole. I do not believe, nor do I have any reason to believe,
11 that my interests in this lawsuit are in conflict or in any way antagonistic to the interests of those
12 of my fellow Class Members. Given the various defenses asserted by Defendant, I believe, along
13 with my attorneys, that the settlement obtained is fair and reasonable to the Class.

14 9. As a named Plaintiff in this action, I provided invaluable assistance to Class
15 Counsel and the Class in this case, including providing factual information, wage and hour
16 documentation, my payroll records and personnel file and factual background for the allegations
17 in the PAGA Notices, First Amended, and Class Action Complaint and Consolidated Complaints.
18 I also provided invaluable information in preparation for mediation and was available during
19 mediation. I also participated in various phone calls with my lawyers to discuss litigation and
20 settlement strategy and reviewed the settlement documents. My efforts were instrumental in
21 securing the favorable terms of the Settlement Agreement, which will provide monetary
22 compensation to a Class of approximately 2,008 current and former non-exempt employees of
23 Defendant. I also agreed to participate in this case with no guarantee of personal benefit.

24 10. From the inception of my involvement in this action, I spent time speaking with
25 my attorneys, seeking updates on the case and providing paperwork related to Defendant and its
26 pay practices and policies and procedures. During this time, I also provided all the relevant factual
27 background information required for drafting the PAGA Notices, Complaints, and mediation
28 brief. Thereafter, from time to time, I also was responsible to participate in phone calls with my

1 lawyers to discuss litigation and settlement strategy and review the settlement documents. My
2 efforts were instrumental in securing the favorable terms of the Class Action Settlement. I played
3 a vital role in various aspects of this litigation, including investigation, filing the PAGA Notices,
4 Complaints, discovery, mediation and settlement. Taken together, I estimate that I expended
5 approximately 25-30 hours in pursuing this litigation.

6 11. This case also involved risks for me, such as the potential risk of having to pay
7 Defendant's costs if we lost. Disregarding these risks, I pursued this case on behalf of the Class
8 to a successful resolution and settlement. Further, as part of the Settlement, I am agreeing to a
9 general release of all claims, which is broader than the release of claims that the members of the
10 class will agree to if they wish to participate in the settlement.

11 12. I have not received and will not receive any benefits in connection with this action
12 other than my portion of the general settlement and requested service award.

13 13. It is my understanding that based upon my industrious efforts as the named
14 Plaintiff in this action, I may be entitled to a Class Representative Service Award. I respectfully
15 request that the Court grant this award to me in the amount of \$10,000 in addition to my pro rata
16 share of the settlement fund.

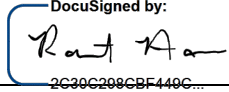
17 14. In light of what I have done for the class and the hard work we put in, I believe
18 that the requested award is fully warranted and respectfully request that it be granted. Moreover,
19 I voluntarily undertook a great amount of risk by publishing my name and putting my time and
20 reputation on the line to represent the Class. Regardless of these risks, I put the interests of the
21 Class before mine.

22 15. My attorneys have informed that the Contingency Fee Agreement I signed with
23 my attorneys contains a fee sharing provision which I consented to. My attorneys have agreed to
24 split the total attorneys' fees earned in this matter and I have agreed to this fee sharing
25 arrangement in compliance with California Rules of Professional Conduct section 1.5.1.

26 16. For the foregoing reasons, it is respectfully requested that the Court grant
27 preliminary approval of the Settlement as being fair, reasonable, and in the best interests of the
28

1 Settlement Class, as well as preliminarily approve the requested attorneys' fees and costs, and
2 service awards to the Class Representatives.

3 I declare under penalty of perjury under the laws of California that the foregoing is true
4 and correct on 4/2/2025.

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6 By:  2C30C208CBF440C...

7 Robert Aaron
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